ing that the contract was one for services for a year and that defendants specified the grounds for discharge.

Contracts must be obligatory on both parties so that each may have an action upon it, in order to be binding. *McGowin Lumber Co. v. Camp Lumber Co.*, 68 So. (Ala.) 263. Defendant in the principal case claims that inasmuch as the contract contained only an engagement of the plaintiff by the defendant for a year and no reciprocal agreement by the plaintiff to work for that time, the contract was unilateral and could be accepted only by a year's work. This reasoning is analogous to that of the decision in *Hudson v. Browning*, 174 S. W. (Mo.) 393. It was there held that a contract to take 200,000 railroad ties was void where the seller was not bound to furnish that many. To meet this the court allows evidence outside the contract to be introduced to the effect that both parties considered the plaintiff bound to give her services for a year and that so believing she began work. In accord with the principal case is *Halpern v. Langrock Co.*, 153 N. Y. S. 985. The case of *Ayer Tie Co. v. O'Bannon & Co.*, 174 S. W. (Ky.) 783, goes further in finding mutuality. There the contract required the defendant to accept "such ties as the plaintiff could deliver" within a certain time and it was held there was no want of mutuality as plaintiff would be required to use reasonable diligence in procuring and delivering the ties.

S. B.

QUASI-CONTRACT—PAYMENT UNDER DURESS—FEAR OF INJURY TO BUSINESS.—BALDWIN V. VILLAGE OF CHASANING, 154 N. W. (MICH.) 84.—In order to prevent depreciation in the value of his property, plaintiff without protest paid a license fee under an invalid ordinance. *Held*, there was no duress, and the payment could not be recovered.

As a general proposition of law a tax paid voluntarily under an illegal assessment cannot be recovered, if there was no coercion, but merely ignorance of the law. *Holder v. Galena*, 19 Ill. App. 409; *Painter v. Polk*, 81 Ia. 242; *Garrison v. Tillinghast*, 18 Cal. 404. So too, when an excessive amount has been exacted. *Camden v. Green*, 54 N. J. L. 591; *Baker v. Bucklin*, 60 N. Y. S. 294. A payment, to be regarded as made under duress, thus making it involuntary, must be made to relieve the person or property from an actual and existing duress imposed by the party to whom the money is paid. *Vick v. Shinn*, 49 Ark. 70. The authorities, however, are divided as to whether or not the payment of an illegal license fee due to the exigencies of business is sufficient duress to warrant recovery. One line holds to the view that business necessity does not alter the voluntary character of the payment. *Custin v. Viroqua*, 67 Wis. 314; *Robinson v. City Council*, 2 Richardson Law (S. C.) 317. The other, considering that the parties are not in pari dilecto, allows recovery. *Baker v. Cincinnati*, 11 Ohio St. 534; *Swift v. U. S.*, 111 U. S. 29; *Catoir v. Matterson*, 38 Ohio St. 319. In view of the authorities, one is led to form the conclusion that payment under circumstances similar to those of the principal case may be recovered, and that therefore the principal case is out of harmony with the modern trend of decisions.

J. McD.